

CHEROKEE COUNTY COMMISSION

260 CEDAR BLUFF ROAD • SUITE 103
CENTRE, ALABAMA 35960
PH: 256.927.3668 • FAX: 256.927.3669
www.cherokeecounty-al.gov



PURCHASING DEPARTMENT REQUEST FOR BID

January 22, 2016

General Office Supplies - Bid Number 1601

The Cherokee County Commission is soliciting sealed bids for the above project as described in the attached Special Terms and Conditions and bid specifications. Bids will be received by the Cherokee County Commission in the Commission office, ATTN: Daniel Steele, 260 Cedar Bluff Road, Suite 103, Centre, Alabama 35960 until;

Wednesday, February 10th, 2016

(2:00 P.M. Central Standard Time - CST)

Bids will be opened in the Commission Meeting Room, 260 Cedar Bluff Road, Centre, Alabama at the above stated time and date. Bids received after the deadline will not be considered. All bid envelopes must be sealed and clearly labeled with the bid number & purpose. Bids submitted prior to the bid opening, either in person or by mail, must be directed to the following location:

Cherokee County Commission Attn: Daniel Steele 260 Cedar Bluff Road, Suite 103 Centre, AL 35960

Prospective bidders are instructed to read the General Terms and Conditions, Special Terms and Conditions, and bid specifications carefully.

POC – Purchasing: Daniel Steele, Deputy Administrator Cherokee County Commission Phone: 256.927.3668 danielsteele@cherokeecounty-al.gov

Daniel Steele, Deputy Administrator

CHEROKEE COUNTY COMMISSION, ALABAMA

GENERAL TERMS AND CONDITIONS

PLEASE READ

- 1. All bid openings and any scheduled pre-bid conferences will be held in the Commission Chambers located at 260 Cedar Bluff Road, Suite 103, Centre, AL 35960. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
- 2. Each bid must be submitted in a separate sealed envelope and received by the Cherokee County Commission, Alabama in the Commission Office located at 260 Cedar Bluff Road, Suite 103, Centre, AL 35960. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 3. The Cherokee County Commission encourages utilization of minority business enterprise in our procurement activities. The Cherokee County Commission provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
- 4. The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service the Cherokee County Commission is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
- 5. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer, or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the Cherokee County Commission. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if the Cherokee County Commission deems it necessary to determine the suitability of items as being approved equal.
- 6. It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.
- 7. All bids shall be typewritten or printed in ink on the form(s) prepared by the Commission. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
- 8. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- 9. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Commission will assume no transportation or handling charges other than specified in this bid. The Cherokee County Commission is exempted from sales and use tax by 40-23-4(11) and 40-23-62(15), Alabama Code (1975).
- 10. Prices quoted to the Cherokee County Commission shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.
- 11. The delivery schedule must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.

- 12. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
- 13. A Bid Bond is required in the amount of 5% of the total for bids exceeding \$10,000 unless a specific amount is stated or the option to waive a bond is noted in the Special Terms & Conditions of the bid. When a bond is required, the Bid Bond/Deposit shall be in the form of a firm commitment, such as an original Bid Bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. A Bid Bond shall be retained by the Commission until such time a contract is executed, a purchase order is issued, or in some cases, materials and or equipment received.
- 14. The Commission reserves the right to request a demonstration of any and all items bid before making the award.
- 15. The Commission reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or take such other steps deemed necessary and in the best interest the Commission.
- 16. All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
- 17. Unless Special Terms and Conditions of the bid specify otherwise, the Cherokee County Commission reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of the Commission.
- 18. The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the Cherokee County Commission harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
- 19. All items bid will be inspected by a representative of the Cherokee County Commission upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.
- 20. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
 - a. Failure to use the bid forms furnished by the Cherokee County Commission.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Evidence of collusion among bidders.
 - e. Unauthorized alteration of the bid form.
- 21. The Cherokee County Commission assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.
- 22. The Commission reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for the Cherokee County Commission to terminate the award immediately, and to relieve the Commission of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction the Commission reserves the right to obtain the particular item from other vendors.

- 23. The Cherokee County Commission is to be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
- 24. In accordance with the Alabama Competitive Bid Law, as amended, the Cherokee County Commission may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
 - a) Prices quoted shall be effective for (1) year beginning from the date of award, unless otherwise stipulated, with the option to renew for two additional one-year periods. Renewals will require mutual agreement with both the Commission and the award vendor with the bid price remaining the same.
 - b) Contracts may provide for automatic renewal unless positive action is taken by the Cherokee County Commission to terminate such contract, and the nature of such actions shall be determined by the Cherokee County Commission and specified in the contract.
- 25. The Cherokee County Commission will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the Cherokee County Commission by the deadline stated in the bid request.
- 26. The vendor/bidder/contractor agrees to comply fully with the Americans With Disabilities Act and will indemnify and hold harmless the Cherokee County Commission from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American With Disabilities Act.
- 27. County Ordinances mandate that anyone who transacts business within the County by one or all of the following situations is subject to obtain a Cherokee County business license.
 - 1. A physical location within the County.
 - 2. A representative of your company calls on customers or solicits business within the County.
 - 3. Merchandise is delivered into the County on a vehicle other than by common carrier.

UPON SUBMISSION OF A PROPOSAL, I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

CHEROKEE COUNTY COMMISSION, ALABAMA

SPECIAL TERMS AND CONDITIONS

Purpose: General Office Supplies

Bid Number: 1601

The Cherokee County Commission is soliciting bids for the following: General Office Supplies

Assignment of Bid: This contract or any right/interest hereunder shall not be assigned or transferred by the Vendor without the prior written consent of the Commission.

Award of Contract: Proposals shall be evaluated and awarded to the lowest responsible bid determined by the Commission. Written notification will be given to the respective award vendor and contact information will be provided.

The following criteria will be utilized in the evaluation, consideration and award of the bid:

- Lowest pricing core items list.
- Highest total discount percentage for other catalog items.
- Ease of Ordering
- Delivery or shipment within 24 hours of placement of order

Bid Bond Requirement: A Bid Bond \$1,000 is required for this bid.

(Reference: Item 13. General Terms and Conditions.) All bonds presented in the form of a postal money order, certified check or cashiers check shall be returned after the award vendor has been named and accepted by the proper approval authority (generally within 30 days of the bid award).

Contact Information: Questions regarding the Request for Bid proposal and internet access shall be directed to the Cherokee County Commission, Attn: Daniel Steele. For prompt attention and response to your questions, please email requests to <u>danielsteele@cherokeecounty-al.gov</u>.

Contract Period: The initial contract period will be awarded for a one (1) year effective the date of award with renewal options for a total of three (3) years. Contract pricing shall be applied to purchases no later than 30 days after notification of the bid award to the successful bidder.

Contract Renewal: Renewal will be subject to the availability of funding, vendor performance, mutual agreement by both parties, and the approval of the Cherokee County Commission Purchasing Department. The option to renew is to be executed in the form of a letter to be issued no sooner than ninety days (90) prior to expiration of this contract, nor later than the final day of the contract period. All renewals / extensions shall be based on existing terms, conditions and price structures set for in the original bid award and any subsequent amendments.

Quantities: The total anticipated value of this contract is estimated to be \$10,000-\$15,000 annually based on previous year purchases. Due to variation in purchase volume, the Cherokee County Commission does not guarantee a minimum amount of products to be purchased nor does the contract represent a commitment to purchase products at previous year's levels.

Emergency Purchases: Items requiring same day delivery or pickup may be purchased on an "emergency as-needed basis" outside the requirements stated in this bid proposal.

CHEROKEE COUNTY COMMISSION, ALABAMA

SPECIAL TERMS AND CONDITIONS VENDOR REQUIREMENTS

Vendor Experience: Bidder certifies that it has a minimum of three (3) years experience in this field.

References - Bidder will supply, with the bid, the name and addresses of three (3) firms to which it has provided these types of goods in the past or with which it is under contract for such goods presently and the names of company representatives who may be contacted for references and performance history. The Commission reserves the right to utilize any other references other than what is provided by the bidder.

Order Placement: No minimum order shall be required. To avoid pricing errors, award vendor must ensure bid pricing and ease of ordering by assignment of a service representative familiar with the bid pricing structure of the contract or the vendor's computer system must guarantee users utilizing the contract will receive appropriate bid pricing and product support consistent with all requirements of the contract. Ordering methods shall include toll-free numbers for phone or faxed orders and availability of internet order services. A confirmation of order must be available upon request.

Purchase Orders: The Cherokee County Commission issues purchase orders for all products purchased. Invoices, packing lists and other purchase documentation must contain a valid purchase order number. Each order must be processed and delivered or shipped to the requesting department location or site. The Commission will not pay restocking or return charges unless the item was a special order and additional charges were agreed upon at the time the order was placed. Any minimum order requirements for special orders must be discussed and agreed to prior to acceptance of order.

Delivery Requirements: No shipping / delivery charges shall apply. Stock orders must be shipped within 24 hours of receipt of order.

Partial Shipments: The ordering department shall be notified by the vendor if the product ordered cannot be shipped within the time period to allow securing of the product from another source. Unfilled or partial orders shall be indicated on the packing list with an estimated time for delivery. No "restocking" fee may apply to items cancelled due to failure to make delivery during the specified time frame.

Pricing:

- ♦ Bid pricing must include all shipping / delivery costs for routine orders.
- Prices quoted for core list (most-purchased items) shall be fixed for the entire contract period.
- ♦ Catalog Discounts for Categories (Office Supplies / Copy Paper / Print Cartridges)
 Discounts shall remain in effect for the entire contract period.
- ♦ Additional Catalog Discounts Discounts for other miscellaneous catalog items shall apply for the entire contract period.

Invoices: Vendor must submit original invoices for payment to the Cherokee County Commission, 260 Cedar Bluff Road, Suite 103, Centre, AL 35960.

Warranty: The Manufacturers standard warranty shall apply. The successful vendor guarantees items offered to be free from any and all defects in material, packaging, and workmanship and agrees to replace defective items promptly at no charge to the Cherokee County Commission.

Taxes: The Cherokee County Commission is exempt from sales tax.

Catalog: The successful bidder shall supply current catalogs to individual department locations upon request. Annual or specialty catalogs shall be sent to the Cherokee County Commission, Purchasing Department, 260 Cedar Bluff Road, Suite 103, Centre, AL 35960 as soon as they become available.

CHEROKEE COUNTY COMMISSION, ALABAMA BID SPECIFICATIONS

Project (Purpose): Office Supplies

Bid Number: <u>1601</u>

Scope of Bid: The Cherokee County Commission is soliciting bids from qualified companies for a comprehensive line of general office supplies and related services (herein "Products"). All products offered shall be new, unused and of the latest design and technology and the most current product lines available. The desired products will meet a variety of office requirements.

Any contract resulting from this solicitation will be used on an as-needed basis by various end-users located at multiple Cherokee County Commission departmental locations. This a non-exclusive contract. Examples of products and services included in this solicitation include, but are not limited to, general office supplies, paper products, printing supplies, writing instruments, filing products, and office equipment.

Category of Products Required

General Office Supplies / Products: Vendor shall provide a broad-based line of office products with a catalog minimum of 20,000 general office products. The vendor's catalog shall include a variety of major manufacturers of the specified products and services. Office supplies shall comprise at least 80% of catalog products. The estimated annual spend for general office supplies is \$10,000 - \$15,000.

Category Items List – General Office Supplies

All Items within the category must be bid.

Bids submitted containing less than the category requirement may be rejected.

- * Sample of similar/equivalent items in category
- * Annual Contract purchases not limited to items below
- * Approximate annual spend of \$10,000-\$15,000

Item	Minimum Specification	UOM	Brand	Item#	Bid Price
3-Ring Binder	1", solid front, D Ring, Heavy Duty, Assorted Colors	Each			
3-Ring Binder	2", solid front, D Ring, Heavy Duty, Assorted Colors	Each			
3-Ring Binder	3", solid front, D Ring, Heavy Duty, Assorted Colors	Each			
3-Ring Binder	4", solid front, D Ring, Heavy Duty, Assorted Colors	Each			
3-Ring Binder	5", solid front, D Ring, Heavy Duty, Assorted Colors	Each		·	
Adding Machine	Canon P170-DH	Each			
Adding Machine Paper	White, Single Ply, 2-1/4" Wide x 130'	Dozen			
Bankers Box	String & Button, 10" H, 15" W, 24" D, Legal	Dozen			
Bankers Box	10" H, 15" W, 24" D, Legal, Lift-Off Lid	Dozen			
Binder Clips	Mini - 9/16" wide	Dozen			
Binder Clips	Small - 3/4" wide, 3/8" capacity	Dozen			
Binder Clips	Medium - 1-1/4" wide, 5/8" capacity	Dozen			
Binder Clips	Large - 2" wide	Dozen			
Calculator	Standard, Basic, Non-Scientific	Each			
Compressed Air	Canned Air, 10oz Can	2 Pack			
Correction Tape	Correction Tape	Dozen			
Correction Tape	Correction Tape	6-Pack			
Correction Tape	Correction Tape	Each			
Counterfeit Pens		Dozen			
Envelopes	Plain White, #10	500/box			
Expanding File Pocket	5-1/4" Expansion, Letter Size	10/box			

Item	Minimum Specification	иом	Brand	Item #	Bid Price
File Jacket	File Jacket, Letter, Manilla Stock 11pt, 1" Expansion	50/box			
File Jacket	File Jacket, Letter, Manilla Stock 11pt, 1-1/2" Expansion	50/box			
File Jacket	File Jacket, Letter, Manilla Stock 11pt, 2" Expansion	50/box			
Fingertip Moistener	Sortwik	Each			
Folders - Manila	Letter, 1/3 cut, assorted positions, 14pt stock	100/box			
Folders - Manila	Legal, 1/3 cut, Assorted positions, 14pt stock	100/box			
Folders - Manila	Letter, 1/3 cut, assorted positions, 11pt stock	100/box			
Folders - Manila	Legal, 1/3 cut, Assorted positions, 11pt stock	100/box			
Highlighters	Flourescent Yellow, Chisel	Dozen			
Highlighters	Assorted Colors	Dozen			
Hole Punch	3-hole punch, 10 sheet capacity	Each			
Hole punch	2-hole punch	Each	·		
Invisable Tape	3/4 Wide	Dozen			
Label	White, Mailing: 1 x 2-5/8" lazer Avery 5160	3,000 / Box			
Label	White, Mailing: 2 x 4" laser Avery 5163	1,000 / Box			
Note Pad	Legal Pad (8.5"x11"), letter size, white/canary	Dozen			
Note Pad	Legal Pad (8/5x14"), legal size, white/canary	Dozen			
Note Pad	Legal Pad, 5"x8", white/canary	Dozen			
Paper Clips	#1, Gem Clip - Smooth	100/box			
Paper Clips	#1, Gem Clip - Smooth	1,000			
Paper Clips	Jumbo - Smooth	100/box			
Paper Clips	Jumbo - Smooth	500			

ltem	Minimum Specification	иом	Brand	Item#	Bid Price
Pencils	Paper Mate Sharpwriter Mechanical Pencil, 0.7 mm	Dozen			
Pencils	Paper Mate Sharpwriter Mechanical Pencil, 0.7 mm	Pack of 36			
Pens - Ballpoint, Fine	Pilot Easy Touch Retractable, 0.7 mm (black, blue)	Dozen			
Pens - Ballpoint, Medium	BIC Velocity Retractable, 1.0 mm (black/blue)	Dozen			
Pens - Gel, Fine	Pilot G-2 Retractable (black/blue/red)	Dozen			
Pens - Gel, Medium	Pilot G-2 Retractable, 1.0mm (black/blue/red)	Dozen			
Pens - Gel, Micro	Pilot G-2 Retractable, 0.38 mm (black, blue, red)	Dozen			
Post-it Note	Self-Stick 3"x3" Canary/Assorted	Dozen			
Post-it Note	3"x3" Pop-Up	Dozen			
Post-it Note	Flags, 3/8" x 1 7/10", Assorted Colors	35/pack			
Post-it Note	"Sign Here", 1" x 1-7/10"	50/pack			
Post-it Note	"Notarize Here", 1" x 1-7/10"	50/pack			
Post-it Note	Arrow Flags, 1-3/4" x 1/2"	100/pack			
Post-it Note	3" x 5" Self-Stick, Canary	6/pack			
Ruler	Plastic, 12"	Each			
Ruler	Wooden, 12"	Each			
Sharpie Markers	Fine - Black	Dozen			
Sharpie Markers	Medium/Large Chisel - Black	Dozen			
Sharpie Markers	Medium/Large Chisel - Black	Each			
Sharpie Markers	Fine - Assorted Colors	Dozen			
Sharpie Markers	Fine - Assorted Colors	24 Pack			
Sicssor	7"	Each			

Item	Minimum Specification	иом	Brand	Item#	Bid Price
Sicssor	8"	Each			
Stapler	Stanley Bostich B2200	Each			
Staples	1/4", Heavy Duty	1,000 / Box			
Staples	1/2", Heavy Duty	1,000 / Box			
Stay Put Pens	Pen w/ Chain for Counter	Dozen			
Tape Dispenser	Standard Desktop, Black	Each			
			·	Bid Total	

The discount/percentage price must be one (1) discount percentage that is applied to all Office Supplies that
will be ordered.
Discount / % Percentage

Account Management Ease of Order Placement

Please circle yes or no to answer the following questions:

- 1. An account representative will be assigned to manage our account. Yes/No
- 2. Orders for office products will be processed through one account number for ease of order tracking and usage. Yes/No
- 3. Orders may be placed on-line and discount will automatically apply. Yes/No
- 4. Does your computer order program allow for contract pricing and discounts to be accessed at point of order or identification of customer account number for phone and faxed orders? Yes/No
- 5. A confirmation will be emailed upon placement of the order. Yes/No
- 6. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the County's purchase order number, vendor name, and specified site delivery location. Yes/No

discounts will be applied to each order at the point of entry (be it on-line, over-the-phone, or fax).		

Account Representative Information Sheet

Please provide information necessary to place orders via phone, fax an on-line. If a single account manager/representative will be assigned,				
please also provide the contact info	ormation for that individual, as well.			
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-				

Mandatory Bid Form Bid # 1601

General Office Supplies <u>Bidders must show prices as requested on the bid proposal form</u>

Recap of Bid Item To	tals:	
Office Supplies	Total: \$	Catalog Discount:%
	BID BOND INCLUDED (\$1,000)	YESNO
INSTRUCTIONS AND A PROSPECTIVE BIDDEI SUBSITITE ANY ITEM GENERAL TERMS ANI	AFFIRM THAT I HAVE NOT BEEN IN A RS IN RESTRAINT OF FREEDOM OF CO OR SERVICE ON THE BID UNER ANY O D CONDITIONS ARE STANDARD AND	I I HAVE READ AND UNDERSTAND THESE NY AGREMENT OR COLLUSION AMONG BIDDERS OR OMPETITION. UPON AWARD OF THIS BID, I WILL NOT CIRCUMSTANCE. I ALSO UNDERSTAND THAT THE THAT ANY CONTRADICTING REQUIREMENTS OF THE S SUPERCEDE THE GENERAL TERMS AND
Cherokee County Office Supplies	Commission	
Bid # 1601		
Company Name		Signature of Buyer
Street Address		Name of Bidder
City, State, Zip Code		Title of Bidder
Federal Tax Identifica	ation Number	Mailing Address
Email Address		Telephone Number
		Fax Number